

REMARKS

Applicants have thoroughly considered the November 14, 2005 Final Office action and respectfully request reconsideration of the application as amended. By this Amendment, claims 1, 5, 6, 10, 11, 15, 16, 19-20, 23-24, and 27 have been amended to more clearly set forth the invention. Claims 1-27 are presented in the application for further examination. Applicants respectfully request favorable reconsideration of the application in light of the amendments and following remarks.

Claims 1-27 stand rejected under 35 U.S.C. §102(b) as being anticipated by SealedMedia, "Software Developer's Kit, 2002" ("SealedMedia reference"). Applicants respectfully argue that the SealedMedia reference fails to teach or suggest each and every feature of the claimed invention as set forth in the amended claims. For instance, the cited reference does not disclose at least the feature of "pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme."

Amended claim 1 recites, in part, "pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme" and "if the electronic document has exceeded the rights management protections, replacing a portion of the content of the electronic document with an indicating piece of data such that the content of the electronic document is modified."

To the contrary, the SealedMedia reference fails to disclose or even suggest at least the features as recited in the amended claim 1. For example, the cited portions, such as p. 8, Figure 2, p. 9-10, p. 11-12, and p. 14-15, of the SealedMedia reference merely disclose the relationship between sealed content sets and the licenses. In fact, these cited portions discuss how a publisher may seal contents sets and configure licenses for a user. Even in the section about *Validity and Expiry* on p. 14-15, the SealedMedia reference merely explains the difference between what is an invalid license and an expired license.

The SealedMedia reference fails to show that the electronic document is pre-licensed on behalf of the user. In fact, the SealedMedia reference teaches away from the concept of pre-licensing: "When the Unsealer cannot find in the local cache an appropriate license for the current sealed content, it sends a request to the service at the primary URL. If there is an appropriate license in the logged-in user's account, the server will serve it to the Unsealer."

(SealedMedia reference, p. 9). In other words, the user has to request the license in order to gain access to the sealed content; there was no pre-licensing.

Moreover, Applicants note that the SealedMedia reference fails to teach or suggest the feature of "replacing a portion of the content of the electronic document with an indicating piece of data such that the content of the electronic document is modified." By automatically replacing portions of rights management protected messages, embodiments of the invention ensure that an electronic document, such as a rights management protected message or its attachments, is deleted or updated when it is determined that the rights management protections have been exceeded. (See also Application, paragraphs [0039] to [0044]). In contrast, the cited art only teaches making the content of the document inaccessible when the license for it has expired. For instance, the SealedMedia reference again teaches away from the invention by stating that the time-based licensing options are defined by a time clause:

Validity = (time point \geq start time) AND (time point \leq stop time). (SealedMedia reference, p. 12). (See also, SealedMedia reference, Appendix I, p. 34-40, illustrating that "[e]ach clipping can be viewed for up to 14 days after it was sealed, after which access is not permitted").

In other words, when a sealed content has expired, the SealedMedia system does not permit the user's access to the sealed content. But the fact that sealed content is not accessible does not mean the content is not there. By automatically modifying the electronic document, embodiments of the present invention as recited in amended claim 1 replace a portion of the content of the electronic document or delete the content altogether to prevent skilled hackers from cracking the encryption of an expired license to gain access to the content. The SealedMedia reference discloses a conventional approach that suffers from the problem solved by embodiments of the invention.

As such, Applicants argue that the SealedMedia reference cannot anticipate amended claim 1. Claims 2-4 depend from claim 1 and recite additional features to claim 1. Therefore, claim 1 and its dependent claims 2-4 are patentable over the cited art. Hence, the rejection of claims 1-4 under 35 U.S.C. §102(b) should be withdrawn.

Similarly, claims 5, 16, and 19 stand rejected for the reasons set forth in the rejection of claim 1 in the Final Office action. In this regard, amended claims 5, 16, and 19 recite features including pre-licensing the accepted electronic document by obtaining a use license on behalf of

a user and replacing a portion of the content such that the content of the electronic document is modified. Therefore, Applicants believe claims 5, 16, and 19, as well as corresponding dependent claims 17 and 18, are also patentable over the cited art. Hence, the rejection of claims 5, 16-18, and 19 under 35 U.S.C. §102(b) should also be withdrawn.

Amended independent claim 6 recites, in part, “pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme...; deleting the content of the electronic document such that the content of the electronic document is unavailable”. The SealedMedia reference is silent as to deleting the electronic document after the license has expired. Instead, the SealedMedia system merely makes the document inaccessible. As such, Applicants argue that the SealedMedia reference cannot anticipate embodiments of the invention as recited by amended claim 6. Claims 7-9 depend from claim 6 and provide additional features to claim 6. As such, the rejection of claims 6-9 under 35 U.S.C. §102(b) should be withdrawn.

Claims 10, 20, and 23 recite similar features as claim 6 and, for at least the same reasons of claim 6, are patentable over the cited art. Therefore, the rejection of claims 10, and 20-23 under 35 U.S.C. §102(b) should be withdrawn.

Furthermore, amended claim 11 recites “pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme...; replacing a portion of the content of the electronic document with a refreshed copy of the portion of the content of the electronic document such that the electronic document maintains the rights management protections.” As argued above, the SealedMedia reference merely suggests that after the expiration of a license, a user does not have access to the sealed document. The user can, however, manually purchase an additional license to access the sealed content. Nowhere does the SealedMedia reference disclose or suggest that the expired sealed content may be replaced automatically with a refreshed copy of the portion of the content of the electronic document such that the electronic document maintains the rights management protections. As such, Applicants argue that the SealedMedia reference cannot anticipate embodiments of the invention as recited by amended claim 11 and its dependent claims 12-14. Therefore, rejection of claims 11-14 under 35 U.S.C. §102(b) should be withdrawn.

Claims 15, 24, and 27 recite similar features as claim 11 and, for at least the same reasons of claim 11, are patentable over the cited art. Therefore, the rejection of claims 15, 24, 27, and their corresponding dependent claims 25 and 26 under 35 U.S.C. §102(b) should be withdrawn.

In view of the foregoing, applicants submit that amended independent claims 1-27 are allowable over the cited art.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.

Applicants do not believe a fee is due. If, however, the Commissioner determines otherwise, other deficient fees may be charged during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,



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